

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 2-2203
Date Received: 2/27/90
Receipt No: C015054
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s): CARL F CHASE TRUST
12317 LONE STAR RD
NAMPA ID USA 83651

Phone: (208)466-1723

JOYCE M CHASE TRUST
12317 LONE STAR RD
NAMPA ID USA 83651

Phone: (208)466-1723

2. Date of Priority: 02/01/1963

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	03W	16	SW NW NW		CANYON

5. Description of diverting works:

PUMP IN RIVER,PENSTOCK TO DITCH,POND W/PRES.PUMP TO SPRK.SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	2.94	

7. Total Quantity Appropriated is:
2.94 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	03W	4	SE NE		IRRIGATION	40
			NE NE	1	IRRIGATION	40
			NW NE	2	IRRIGATION	40
			SW NE		IRRIGATION	40
Section Acres						160
Total Acres						160

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

See remarks for additional conditions of approval.
Ownership change (and removal of attorney) by DB 5/15/2001

15. Basis of Claim: License

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

MAR 26 2001

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Department of Water Resources
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
2-2168	2-2168	☐			☐
2-2203	2-2203	☐			☐
		☐			☐
		☐			☐
		☐			☐

RECEIVED

MAR 30 2001

WATER RESOURCES
WESTERN REGION

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) The Prudential Insurance Co. of America
1431 Opus Place Suite 665 Downers Grove, IL 60515
4. New Owner/Claimant(s) Carl F and Joyce M Chase Trust
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
Carl F Chase & Joyce M Chase Trustees
 New Mailing Address 12317 Lone Star Road
 City, State and ZIP Code Nampa, Idaho 83651
 New Telephone Number (208) 466-1723
5. Date you acquired the property May 26, 1992

PN 22632
INSTRUMENT NO. 9211487

SPECIAL WARRANTY DEED

C F C
D m C

GRANTOR, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation created and existing under and by virtue of the laws of the State of New Jersey and duly authorized to transact business in the State of Idaho, pursuant to authority of the Board of Directors of Grantor, and for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantees, CARL F. CHASE and JOYCE M. CHASE, husband and wife, in joint tenancy and not as tenancy in common, and to Grantees' successors and assigns, FOREVER, all the following described land located in the County of Canyon, State of Idaho, to-wit:

LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO

SUBJECT TO, general real estate taxes for the years 1991 and 1992 and subsequent years, use and occupancy covenants, conditions and restrictions of record; private, public, utility and drainage easements and rights of way of record; building, building line and use and occupancy restrictions; special taxes or assessments for improvements not yet completed; installments not yet due on the date hereof of any special taxes or assessments for improvements heretofore completed; building and zoning laws and ordinances; roads and highways; drainage ditches, feeders and laterals; matters of survey; and the matters of survey; and existing crops and leases, if any.

Together with all, and singular, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto Grantees, and Grantees' heirs and assigns forever.

Grantor, for itself and its successors, does covenant, promise and agree to and with Grantees, and Grantees' heirs and assigns, that it has not done, or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF. Grantor has caused its corporate seal to be hereto

STATE OF ILLINOIS)
) ss.:
COUNTY OF DU PAGE)

I, Carrie Ann Wiese, a Notary Public, in the State
aforesaid, do hereby certify that Laurel E. Olson, personally known
to me to be the Vice President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
a New Jersey corporation, and William M. Tabor personally known to me
to be the Assistant Secretary, and personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that as such Vice President and
Assistant Secretary, they signed and delivered the said instrument as Vice
President and Assistant Secretary of said corporation and caused the corporate
seal of said corporation to be affixed thereto, pursuant to authority, given by
the Board of Directors of said corporation as their free and voluntary act, and
as the free and voluntary act and deed of said corporation, for the uses and
purposes therein set forth.

1992. GIVEN under my hand and notarial seal this 23rd day of January.

Carrie Ann Wiese
Notary Public

My commission expires: 12-16-95



This instrument prepared by C. W. Grisamore, The Prudential Insurance Company
of America, Midwest Agricultural Office, 1431 Opus Place, Suite 665, Downers
Grove, Illinois 60515.

After recording mail to:

EXHIBIT "A" TO DEED DATED January 1, 1992
by and between The Prudential Insurance Company of
America as Grantor and Carl F. Chase, et ux as Grantees

Legal Description:

Tract A:

Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Section 3: Lots 1, 2, 3, and 4; South One-Half of the North One-Half; South One-Half.

Section 4: Lots 1 and 2; South One-Half of the Northeast Quarter.

SAVE AND EXCEPT THEREFROM the following described parcel to wit:

BEGINNING at the Northeast corner and running thence

Westerly along the North boundary of said Section 4 a distance of 150
feet to a point; thence in a

Southerly direction parallel to the East boundary of said Section 4 a distance of 200
feet to a point; thence in an

Easterly direction parallel to the North boundary of said Section 4 a
distance of 150 feet to a point, said point being on the East boundary
of said Section 4; thence

Northerly along said East boundary a distance of 200 feet to the POINT OF BEGINNING.

Except all gas, oil and other minerals heretofore conveyed

MORTGAGE

**THIS DOCUMENT IS ALSO A FIXTURE FILING
IN ACCORDANCE WITH IDAHO CODE TITLE 28,
SECTIONS 28-9-313 and 28-9-402**

THIS INDENTURE, made this 26th day of May, 1992, between CARL F. CHASE and JOYCE M. CHASE, husband and wife, hereinafter called the "Mortgagor," and NORWEST AGRICULTURAL CREDIT, INC., a corporation, whose address is Post Office Box 1837, Sioux Falls, SD 57101, hereinafter called the "Mortgagee".

W I T N E S S E T H:

The Mortgagor, for and in consideration of the sum of \$450,000.00 in lawful money of the United States, has granted, bargained, sold, conveyed, assigned, transferred and set over and by these presents does grant, bargain, sell, convey, assign, transfer and set over unto the said Mortgagee, its successors and assigns, forever, a first security interest position in and to the following described property, to wit:

Real Property

All that certain real property situated in Canyon County, Idaho, to wit:

Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Section 3: Lots 1, 2, 3, and 4; South one-half of the North one-half; South one-half.

Section 4: Lots 1 and 2; South one-half of the Northeast Quarter.

SAVE AND EXCEPT THEREFROM the following described parcel to wit:

BEGINNING at the Northeast corner and running thence Westerly along the North boundary of said Section 4 a distance of 150 feet to a point; thence in a Southerly direction parallel to the East boundary of said Section 4 a distance of

200 feet to a point; thence in an Easterly direction parallel to the North boundary of said Section 4 a distance of 150 feet to a point, said point being on the East boundary of said Section 4; thence Northerly along said East boundary a distance of 200 feet to the POINT OF BEGINNING.

Together with all and singular the structures, fences, pipes, pipelines, bulk tanks, take offs, lines, stalls and pens and any other equipment necessary to operate a ranch, tanks, dams, reservoirs, pumps, pumping equipment, mainlines, sprinkler pipe and equipment and all other improvements and fixtures now or hereafter on or in said property, including but not limited to the following, together with all replacements thereof and accessories, parts, additional and accessions now or hereafter used in connection therewith:

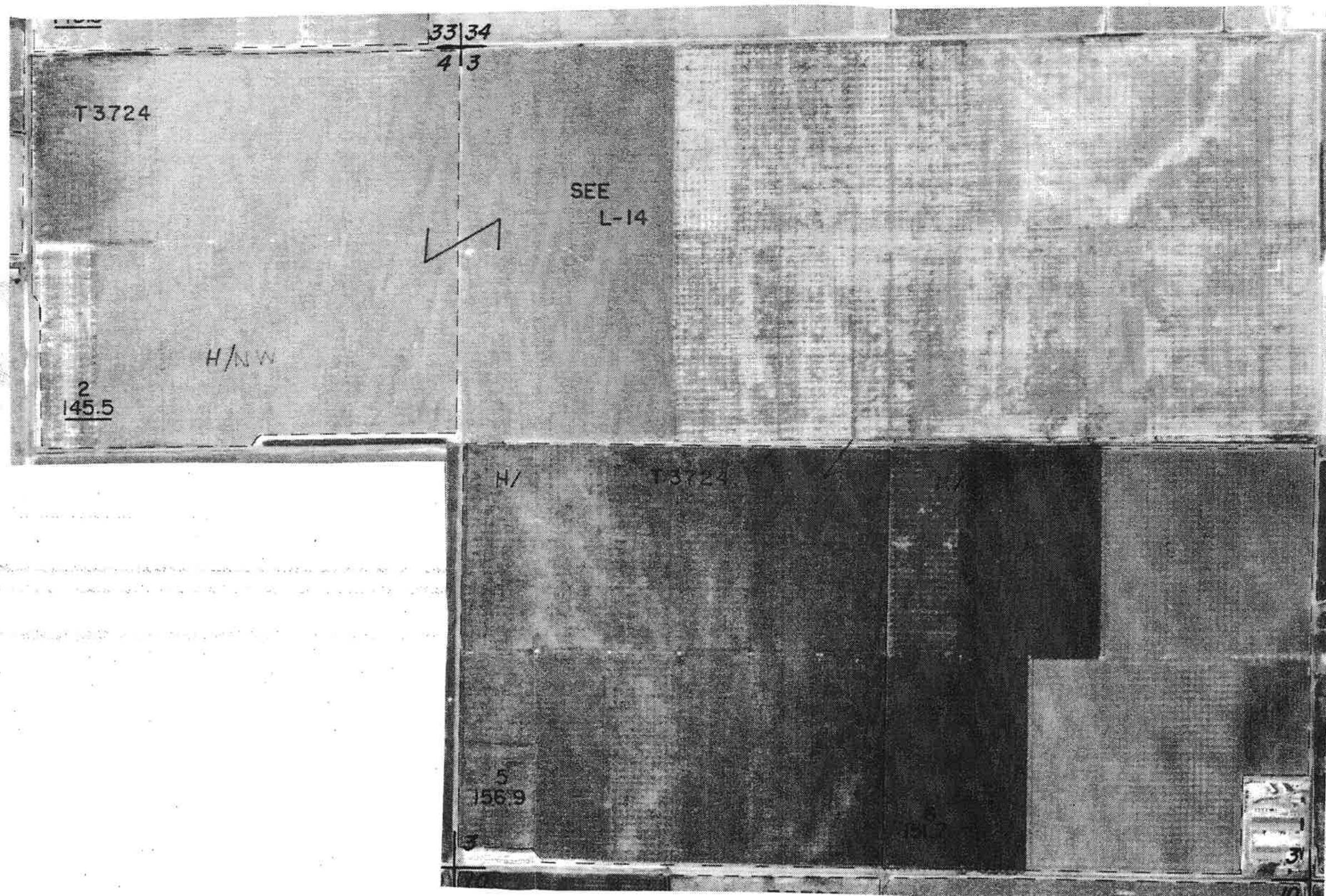
See Exhibit "A" attached hereto and, by this reference, incorporated herein as if set forth in full

and any and all pumps, motors, panels and mainline used in irrigation system and all water and water rights including an 800/5500 interest in West End Project and West End Project equipment and all water licenses appurtenant to the property (including those water rights appurtenant or to become appurtenant to, or pertaining to said lands, or any of them), ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges owned by the Mortgagor, or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, whether or not hereinabove expressly mentioned or described, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD said real property and all of the same, unto the Mortgagee, its successors and assigns.

Obligations Secured. This Mortgage is given to secure the following:

1. Loan Agreement between Mortgagor and Mortgagee dated May 26, 1992; and



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-02203
Date Received: 2/27/1990
Receipt No: C015054
Received By: DE-KW

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: THE PRUDENTIAL INSURANCE CO. OF AMERICA
Address: ATTN: C. WILLIAM GRISAMORE
1431 OPUS PLACE, SUITE 665
DOWNERS GROVE, IL 60515

2. Date of Priority: FEB 1, 1963

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01N	03W	16	SW	NW	NW		CANYON

5. Description of diverting works:
PUMP IN RIVER, PENSTOCK TO DITCH, POND W/PRES. PUMP TO SPRK. SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.940		

7. Total Quantity Appropriated is:
2.940 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 560.0 Acre Feet Per Annum.

9. Non-irrigation uses:
N/A

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01N	03W	4	NE	NE	1	IRR	40.0
			NW	NE	2	IRR	40.0
			SW	NE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	03W	4	SE	NE		IRR	40.0

Section Acres 160.0

Total Acres 160.0

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
N/A

14. Remarks:
OWNERSHIP CHANGED BY KW 6/7/91.

15. Basis of Claim: LICENSE

Water Right Number: 30953

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of

Title
_____, that I have signed the foregoing
Organization
document in the space below as _____ of

Title
_____ and that the statements contained in the
Organization
foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

17. Notice of Appearance:

Notice is hereby given that I, _____ will be
Print Name

acting as attorney at law on behalf of the claimant signing above, and that
all notices required by law to be mailed by the director to the claimant
signing above should be mailed to me at the address listed below.

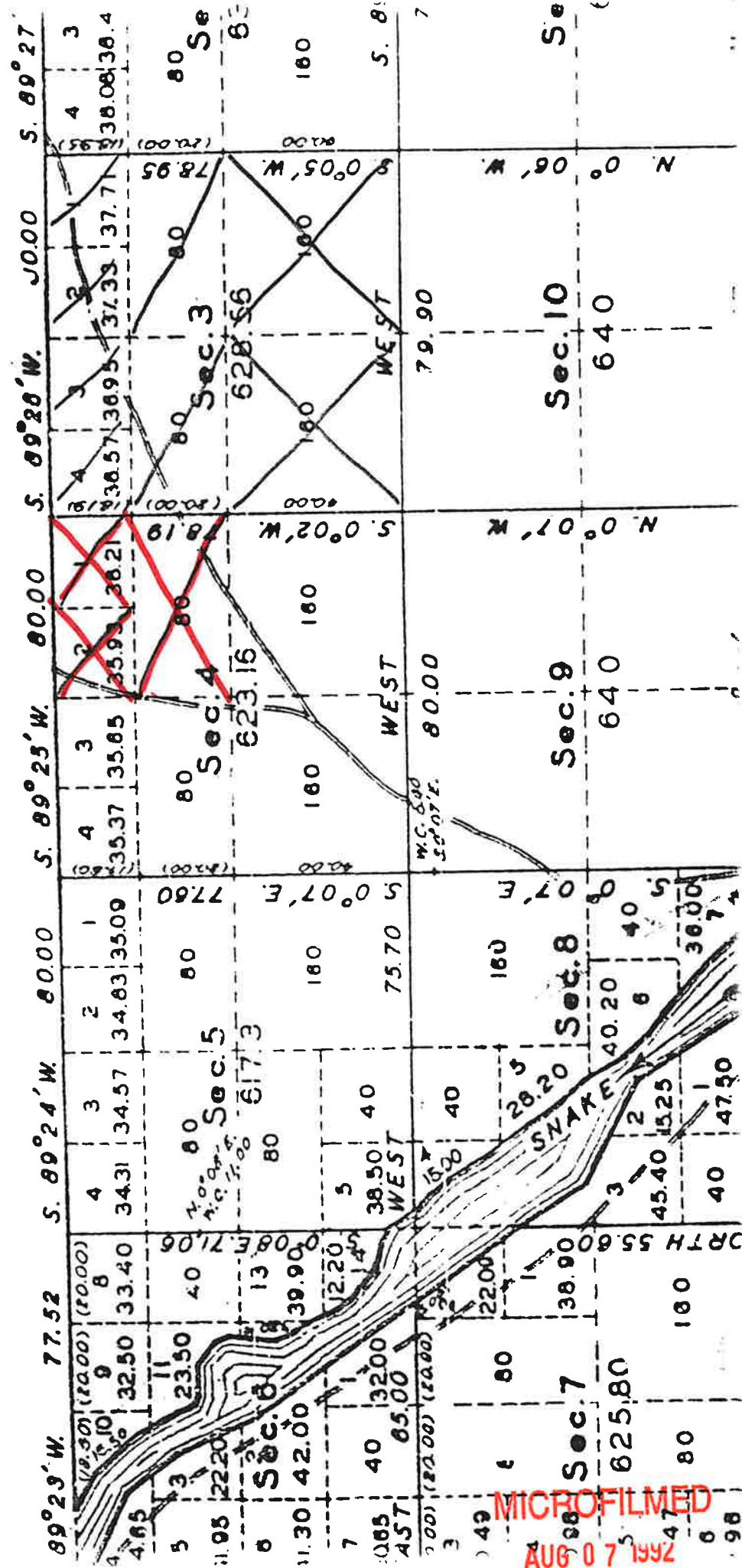
Signature _____

Address _____

Date _____

COMPOSITE PLAT OF

1 NORTH, RANGE N° 3 WEST OF THE 1



MICROFILMED
AUG 07 1992

JAN 14 1991
RECEIVED

MAR 05 1991

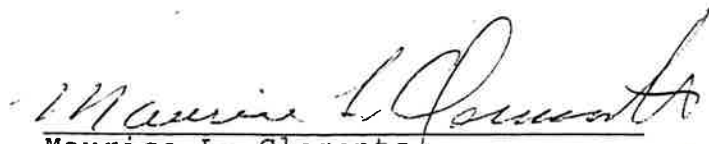
**ASSIGNMENT OF WATER RIGHTS
AND INTEREST IN ADJUDICATION CLAIMS**

Department of Water Resources
Western Regional Office

This Assignment, made this 11 day of January 1991,
between Gem Mountain Farms, ("Assignor"), and The Prudential
Insurance Company of America, a New Jersey corporation, whose
mailing address is 1431 Opus Place, Suite 665, Downers Grove,
Illinois, 60515, ("Assignees").

W I T N E S S E T H:

In consideration of the covenants hereinafter contained, and
other good and valuable consideration, including, but not limited
to the covenants contained in the Nonmerger Warranty Deed in Lieu
of Foreclosure, dated December 14, 1990, between Maurice L.
Clements, Jetta I. Clements, Marjorie Robertson, and Karen
Hoppert, Grantors, and The Prudential Insurance Company of
America, Grantee, the Assignor does, by these presents, grant,
convey, and assign, forever unto Assignee, and its successors in
interest, all right, title and interest in and to Water License
Numbers 30339 and 30953 and Notices of Claim to Water Right
Acquired Under State Law Identification Numbers A02-02163 and
A02-02203 filed with the Idaho Department of Water Resources on
or about February 26, 1990, and evidenced by Receipt No. C015054.


Maurice L. Clements
Manager for Gem Mountain Farms
(Authorized Agent)

MICROFILMED

AUG 07 1992

STATE OF IDAHO)
) ss:
County of Ada)

I, Patricia Russell, a notary public, do hereby certify that on this 14th day of January, 1991, personally appeared before me MAURICE L. CLEMENTS, who, being by me first duly sworn, declared that he is the person who signed the foregoing document and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patricia Russell
Notary Public for Idaho
Residing at Idaho
My Commission Expires: 11-15-96

MICROFILMED

AUG 07 1992

NONMERGER WARRANTY DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 14 day of December, 1990, between MAURICE L. CLEMENTS, JETTA I. CLEMENTS, MAJORIE ROBERTSON, and KAREN HOPPERT, Grantors, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey Corporation, whose mailing address is 1431 Opus Place, Suite 665, Downers Grove, Illinois 60515, Grantee.

W I T N E S S E T H:

That for and in consideration of the covenants hereinafter contained, and other good and valuable consideration, including payment to the Grantors the sum of Ten Dollars (\$10) by the Grantee, the receipt and sufficiency of which are hereby acknowledged, the Grantors do, by these presents, grant, convey, and warrant forever unto the Grantee, and to its successors and assigns, all their interest in and to all the property described in Exhibit A, attached hereto and made a part hereof, to have and to hold, all and singular, the said property, together with all tenements, hereditaments, and appurtenances thereto, including any and all water rights appurtenant to said property in whatever form, whether they are licenses, permits, decreed rights, beneficial use rights, stock certificates in mutual stock companies, or delivery rights under an irrigation district, including, specifically, all right, title, and interest to water license numbers 30339 and 30953 and any Notices of Claim to Water Right

for said water licenses filed in the Snake River Basin Adjudication, Case No. 39576, Fifth Judicial District, Idaho District Court.

Grantors covenant with Grantee that Maurice L. Clements, Jetta I. Clements, Majorie Robertson, and Karen Hoppert are now seized in fee simple of the property granted that the Grantee shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances, except taxes, recorded easements, the exceptions listed on Exhibit B, attached hereto and made a part hereof, and:

That certain mortgage described as follows:

1. The mortgage executed originally by Kondos Farms, Inc., as mortgagors, to the Prudential Insurance Company of America, as Mortgagee, dated March 27, 1979, and recorded May 9, 1979, in the Office of the Recorder of Canyon County, Idaho, Instrument No. 861612 and the note which the mortgage secures;
2. The modification of note and mortgage executed by Kondos Farms, Inc., as mortgagors, Gem Mountain Farms, Inc., as purchasers, and Prudential Insurance Company, as mortgagee, dated July 7, 1981, and recorded July 16, 1981, in the Office of the Recorder of Canyon County, Idaho, Instrument No. 925571;
3. The assumption agreement executed by Grantors as mortgagors to the Prudential Insurance Company, as mortgagee, dated June 1, 1985, and recorded on June 27, 1985, in the Office of the Recorder of Canyon County, Idaho, Instrument No. 8515628;

collectively "the Mortgages"; that Grantors and all persons acquiring any interest in the same through or for them shall, on

demand, execute and deliver to Grantee, at Grantee's expense, any further assurance of the same that may be reasonably required; and that Grantors will warrant to Grantee all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.

This deed is absolute in its effect and conveys fee simple title of the property above described to the Grantee and does not operate as a mortgage, trust conveyance, or security agreement of any kind.

This deed does not effect a merger of the fee ownership and the liens of the Mortgages described herein. The fee and the liens shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

The true and actual consideration for this conveyance is that by acceptance of this deed, Grantee covenants and agrees that it waives, as to Grantors, any right of action on the indebtedness evidenced by the promissory notes secured by the Mortgages. This deed shall not operate to preclude Grantee from proceeding under any action to enforce the Mortgages and to pursue foreclosure proceedings as reasonably required against any appropriate party, but shall preclude Grantee from any right of action against Grantors on the indebtedness evidenced by the promissory notes and for any right of action for deficiency judgment or other monetary judgment in connection with the Mortgages.

The indebtedness due Prudential, as of the date hereof, is in excess of \$1,300,000, and Grantors have no claim, cause of action, or offset against or with respect to said indebtedness.

The value of the property conveyed hereby is less than the indebtedness set forth above.

Grantors do hereby waive, surrender, convey, and relinquish any equity rights of redemption and statutory rights of redemption concerning the property and mortgages described above.

Grantors are aware of and familiar with the rights granted to mortgagors under the statutes governing foreclosure of mortgages and make this conveyance with the intent to waive such rights.

Grantors further warrant that they fully intend to and hereby do relinquish any and all rights of homestead.

Grantors declare that this conveyance is freely and fairly made and that Grantors are not acting under any misapprehension as to the legal effect of this deed, nor under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agents or attorneys or any other person.

Grantors have, to the full extent they desire, consulted with an attorney or such other persons, if any, of their own choosing respecting the effect of this deed.

This deed is made by Grantors as a result of their request that the Grantee accept said deed and is their free and voluntary act, and at the time of making this deed, Grantors state that the mortgage indebtedness above mentioned represented a fair value of the property so deeded.

IN WITNESS WHEREOF, the Grantors have hereunto set their
hands the year and date first above written.

Maurice L. Clements
Maurice L. Clements

Jetta I. Clements
Jetta I. Clements

Majorie Robertson
Majorie Robertson

Karen C. Hoppert
Karen Hoppert

STATE OF Idaho)
County of Ada) ss.

I, Carole L. Karsen, a notary public, do hereby certify that on this 6 day of December, 1990, personally appeared before me MAURICE L. CLEMENTS, who, being by me first duly sworn, declared that he is the person who signed the foregoing document and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Carole L. Karsen
Notary Public for Idaho
Residing at Boise
Commission expires 3-19-92

STATE OF Idaho)
County of Blaine) ss.

I, Patricia M. Russell, a notary public, do hereby certify that on this 1st day of December, 1990, personally appeared before me JETTA I. CLEMENTS, who, being by me first duly sworn, declared that she is the person who signed the foregoing document and that the statements therein contained are true.

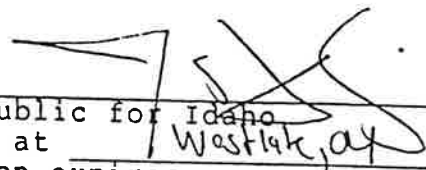
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patricia M. Russell
Notary Public for Idaho
Residing at Blaine
Commission expires 1/1/91

STATE OF OHIO)
County of CUYAHOGA ss.

I, JAMES T. ELIOS, a notary public, do hereby certify that on this 7 day of December, 1990, personally appeared before me MAJORIE ROBERTSON, who, being by me first duly sworn, declared that she is the person who signed the foregoing document and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Westlake, CA
Commission expires _____

JAMES T. ELIOS, Notary Public
State of Ohio, Cuyahoga County
My commission expires June 20, 1994

STATE OF Oregon)
County of CLATSOP ss.

I, JOHN S.K. CHING, a notary public, do hereby certify that on this 8th day of DECEMBER, 1990, personally appeared before me KAREN HOPPERT, who, being by me first duly sworn, declared that she is the person who signed the foregoing document and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho Oregon
Residing at LAKE OSWEGO, OREGON
Commission expires 2/21/94

Until a change is requested, all tax statements shall be sent to the following address:

The Prudential Insurance Company of America
The Prudential Realty Group
1431 Opus Place, Suite 665
Downers Grove, Illinois 60515

After recording, return to Elam, Burke and Boyd.

NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE - 7

MICROFILMED

AUG 07 1992

EXHIBIT A

PARCEL I

Tract A:

The Northeast Quarter of the Southeast Quarter of Section 25, Township 5 North, Range 6 West of the Boise Meridian, Canyon County, Idaho.

Tract B:

The Southeast Quarter of the Southeast Quarter of Section 25, Township 5 North, Range 6 West of the Boise Meridian, Canyon County, Idaho.

PARCEL II

Lots 3 and 4, Section 30, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho.

PARCEL III

Tract A:

Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho:

Section 3: Lots 1, 2, 3, and 4; South One-Half of the North One-Half; South One-Half.

Section 4: Lots 1 and 2; South One-Half of the Northeast Quarter.

SAVE AND EXCEPT THEREFROM the following described parcel to wit:

BEGINNING at the Northeast corner and running thence Westerly along the North boundary of said Section 4 a distance of 150 feet to a point; thence in a Southerly direction parallel to the East boundary of said Section 4 a distance of 200 feet to a point; thence in an Easterly direction parallel to the North boundary of said Section 4 a distance of 150 feet to a point, said point being on the East boundary of said Section 4; thence Northerly along said East boundary a distance of 200 feet to the POINT OF BEGINNING.

EXHIBIT A

MICROFILMED

AUG 07 1992

EXHIBIT B

1. General taxes for the years 1988 and 1989, which are a lien, of which all are delinquent.

2. General taxes for the year 1990, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.

3. Rights-of-way for irrigation and drainage ditches and canals and roads.

4. Power Line Easement as granted by W.H. BERKLEY and BERNICE BERKLEY, his wife, to IDAHO POWER COMPANY, a corporation, by instrument recorded May 19, 1970, as Instrument No. 643730, records of Canyon County, Idaho...including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's electrical system. (As to Parcels I and II.)

5. A pending court action as disclosed by a recorded notice

Plaintiff: The Prudential Insurance Company of
America, a New Jersey corporation

Defendant: Kondo Farms, Inc., et al

County: Canyon

Court: Third Judicial

Case No.: CV8903917C

Nature of Action: foreclosure

Recorded: September 14, 1989, as Instrument
No. 8917224

Affects: Mortgage shown at No. 7

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6. An oil and gas lease for the term therein provided with certain covenants, conditions, and provisions, together with easements, if any, as set forth therein.

Dated: March 30, 1982

Lessor: Gem Mountain Farms, Inc., an Idaho corporation

Lessee: High Plains Exploration, Inc.

Recorded: May 26, 1982, as Instrument No. 948007

Affects: Parcels I and II

Assignment of the Lessee's interest under said lease,

Assignor: High Plains Exploration, Inc., a Texas corporation

Assignee: Sundance Oil Company

Recorded: March 1, 1983, as Instrument No. 969240

Assignment of the Lessee's interest under said Lease,

Assignor: Sundance Oil Company, a Utah corporation

Assignee: Sundance Oil Company, a Colorado corporation, formerly named Sundance Energy Company

Recorded: June 29, 1984, as Instrument No. 8415865

7. A financing statement filed in the office of the County Recorder showing

Debtor: Kondo Farms, Inc., an Idaho corporation

Secured Party: The Prudential Insurance Company of America

Filed: April 27, 1984, as Instrument No. 8410182

No.: A002370

Affects: Parcels I and II

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8. An amended financing statement filed in the office of the County Recorder showing

Debtor: Gem Mountain Farms, Inc.
Secured Party: The Idaho First National Bank
Filed: June 10, 1985, as Instrument No. 8513924
No.: 8508465/0033501
Affects: Parcels I and II

9. Rights-of-way for ditches, tunnels, telephone, and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604, Idaho Code (1947).

10. Exceptions and reservations contained in the Deed from the STATE OF IDAHO to REX S. JENSEN, recorded October 6, 1959, as Instrument No. 477791, records of Canyon County, Idaho; wherein mineral rights are reserved to the State. (47-701, Idaho Code (1947).) (As to Parcel III.)

11. Exceptions and reservations contained in the Deed from the STATE OF IDAHO to MARK ANDREW MCDONOUGH, recorded December 28, 1959, as Instrument No. 481137, records of Canyon County, Idaho; wherein mineral rights are reserved to the State. (47-701, Idaho Code (1947).) (As to Parcel III.)

12. Exceptions and reservations contained in the Deed from the STATE OF IDAHO to TINA MCDONOUGH recorded December 28, 1959, as Instrument No. 481138, records of Canyon County, Idaho; wherein mineral rights are reserved to the State. (47-701, Idaho Code (1947).) (As to Parcel III.)

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13. Exceptions and reservations contained in the Deed from the STATE OF IDAHO to REX S. JENSEN, recorded March 5, 1962, as Instrument No. 513863, records of Canyon County, Idaho; wherein mineral rights are reserved to the State. (47-701, Idaho Code (1947).) (As to Parcel III.)

14. Exceptions and reservations contained in the Deed from the STATE OF IDAHO to LINDA L. JAMES, recorded February 10, 1965, as Instrument No. 561242, records of Canyon County, Idaho; wherein mineral rights are reserved to the State. (47-701, Idaho Code (1947).) (As to Parcel III.)

15. Power Line Easement as granted by STATE OF IDAHO to IDAHO POWER COMPANY, a corporation, by instrument recorded May 16, 1949, as Instrument No. 350259, records of Canyon County, Idaho...including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's electrical system. (As to Parcel III.)

16. Power Line Easement as granted by REX S. JENSEN and ROXY C. JENSEN, his wife, to IDAHO POWER COMPANY, a corporation, by instrument recorded June 11, 1958, as Instrument No. 400612, records of Canyon County, Idaho...including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's electrical system. (As to Parcel III.)

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17. Power Line Easement as granted by EDWARD BOURQUIN and ALBINA BOURQUIN, his wife, to IDAHO POWER COMPANY, a corporation, by instrument recorded November 8, 1960, as Instrument No. 493749, records of Canyon County, Idaho...including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's electrical system. (As to Parcel III.)

18. Agreement recorded December 4, 1963, as Instrument No. 541917, records of Canyon County, Idaho. (As to Parcel III.)

19. Memorandum Agreement recorded March 12, 1964, as Instrument No. 547145, records of Canyon County, Idaho. (As to Parcel III.)

20. Power Line Easement as granted by KONDO FARMS, INC., to IDAHO POWER COMPANY, a corporation, by instrument recorded October 2, 1964, as Instrument No. 555681, records of Canyon County, Idaho...including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's electrical system.

21. A Mortgage and Security Agreement to secure an indebtedness as shown below, and any other obligation secured thereby

Amount: \$1,357,000.00

Dated: May 18, 1988

Mortgagor: Clements Farms, Inc., an Idaho corporation; Dry Lake Farms, Inc., an Idaho

EXHIBIT B

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corporation; Gem Mountain Farms, a general partnership; Maurice L. Clements, aka M.L. Clements, and Kristin A. Clements, husband and wife

Mortgagee: The Idaho First National Bank, a national banking association

Recorded: May 20, 1988, as Instrument No. 8809985

An agreement to modify the terms and provisions of said Deed of Trust as therein provided

Executed by: Clements Farms, Inc., an Idaho corporation; Dry Lake Farms, Inc., an Idaho corporation; Gem Mountain Farms, a general partnership; Maurice L. Clements, aka M.L. Clements, and Kristin A. Clements, husband and wife; and The Idaho First National Bank, a national banking association

Recorded: September 7, 1988, as Instrument No. 8817774

An agreement to modify the terms and provisions of said Deed of Trust as therein provided

Executed by: Clements Farms, Inc., an Idaho corporation; Dry Lake Farms, Inc., an Idaho corporation, Gem Mountain Farms, a general partnership operating in the State of Idaho; Maurice L. Clements and Kristin A. Clements, husband and wife; and The Idaho First National Bank, a national banking association

Recorded: March 13, 1989, as Instrument No. 8904290

22. An agreement to modify the terms and provisions of said mortgage as therein provided

Executed by: Maurice L. Clements and West One Bank, Idaho, N.A.

Recorded: February 22, 1990, as Instrument No. 9003205

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23. An agreement to modify the terms and provisions of said mortgage as therein provided

Executed by: Clements Farms, Inc.; Dry Lake Farms, Inc.; Gem Mountain Farms; and Maurice L. Clements
Recorded: February 22, 1990, as Instrument No. 9003206

24. A financing statement filed in the office of the County Recorder showing

Debtor: Maurice L. Clements, aka M.L. Clements, Kristin A. Clements
Secured Party: The Idaho First National Bank
Filed: May 26, 1988, as Instrument No. 8810408
Recorded: May 26, 1988, as Instrument No. 8810409
No.: 0041341
Property Covered: Fixture filing

A change to the above financing statement was filed

Date: May 26, 1988, as Instrument No. 8810408
No.: 0041341
Nature of Change: Amendment (adding legal description)
Recorded: September 7, 1988, as Instrument No. 8817770

25. A financing statement filed in the office of the County Recorder showing

Debtor: Gem Mountain Farms
Secured Party: The Idaho First National Bank
Filed: May 26, 1988, as Instrument No. 8810410
Recorded: May 26, 1988, as Instrument No. 8810411
No.: 0041342
Property Covered: Fixture filing

EXHIBIT B

MICROFILMED

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A change to the above financing statement was filed

Date: May 26, 1988

No.: 0041342

Nature of Change: Amendment (adding legal description)

Recorded: September 7, 1988, as Instrument
No. 8817771

26. A financing statement filed in the office of the County
Recorder showing

Debtor: Clements Farms, Inc.

Secured Party: The Idaho First National Bank

Filed: May 26, 1988, as Instrument No. 8810412

Recorded: May 26, 1988, as Instrument No. 8810413

No.: 0041343

Property Covered: Fixture filing

A change to the above financing statement was filed

Date: May 26, 1988

No.: 00431343

Nature of Change: Amendment (adding legal description)

Recorded: September 7, 1988, as Instrument
No. 8817772

27. A financing statement filed in the office of the County
Recorder showing

Debtor: Dry Lake Farms, Inc.

Secured Party: The Idaho First National Bank

Filed: May 26, 1988, as Instrument No. 8810414

Recorded: May 26, 1988, as Instrument No. 8810415

No.: 0041344

Property Covered: Fixture filing

EXHIBIT B

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A change to the above financing statement was filed
Date: May 26, 1988
No.: 0041344
Nature of Change: Amendment (adding legal description)
Recorded: September 7, 1988, as Instrument
No. 8817773

28. Power Line Easement as granted by MAURICE L. CLEMENTS and KRISTIN CLEMENTS to IDAHO POWER COMPANY, a corporation, by instrument recorded October 11, 1988, as Instrument No. 88210168, records of Canyon County, Idaho...including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.

29. Power Line Easement as granted by JETTA CLEMENTS, a widow, to IDAHO POWER COMPANY, a corporation, by instrument recorded October 11, 1988, as Instrument No. 8820169, records of Canyon County, Idaho...including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's electrical system.

30. Power Line Easement as granted by GARY W. DUSPIVA and LOUISE M. DUSPIVA, his wife, to IDAHO POWER COMPANY, a corporation, by instrument recorded October 11, 1988, as Instrument

EXHIBIT B

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No. 8820173, records of Canyon County, Idaho...including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's electrical system.

31. Power Line Easement as granted by JONATHON H. HOPPERT and KAREN C. HOPPERT, his wife, to IDAHO POWER COMPANY, a corporation, by instrument recorded October 11, 1988, as Instrument No. 8820181, records of Canyon County, Idaho...including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's electrical system.

32. Power Line Easement as granted by ROBERT R. ROBERTSON and MAJORIE ROBERTSON, his wife, to IDAHO POWER COMPANY, a corporation, by instrument recorded October 11, 1988, as Instrument No. 8820191, records of Canyon County, Idaho...including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of Grantee's electrical system.

33. A financing statement filed in the office of the County Recorder showing

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Debtor: Gem Mountain Farms, a partnership
Secured Party: Idaho First National Bank
Filed: October 12, 1988, as Instrument
No. 8820277
Recorded: October 12, 1988, as Instrument
No. 8820278
No.: 0041433
Property Covered: Fixture filing

EXHIBIT B

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AUG 07 1992

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A02-02203
Date Received: 2/27/1990
Receipt No: CO 15054
Received By: ~~SEA~~

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GEM MOUNTAIN FARMS
Address: 4121 RIM ROAD
Nampa, ID 83686
208-495-2201

2. Date of Priority: FEB 01, 1963

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	03W	16	SW	NW	NW		CANYON

5. Description of diverting works:
PUMP IN RIVER, PENSTOCK TO DITCH, POND W/PRES. PUMP TO SPRK. SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.940		

7. Total Quantity Appropriated is:
2.940 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 560.0 Acre Feet Per Annum.

9. Non-irrigation uses:
N/A

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	03W	4	NE	NE	1	IRR	40.0
			NW	NE	2	IRR	40.0
			SW	NE		IRR	40.0

A02-02203

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Date: 02/27/90

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10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	03W	4	SE	NE		IRR	40.0
Section Acres							160.0
Total Acres							160.0

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
N/A

14. Remarks:

15. Basis of Claim: LICENSE
Water Right Number: 30953

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 2

For Organizations:

I do solemnly swear or affirm that I am Manager of

Title

Gom Mt. Farms, that I have signed the foregoing

Organization

document in the space below as Manager of

Title

Gom Mt. Farms and that the statements contained in the

Organization

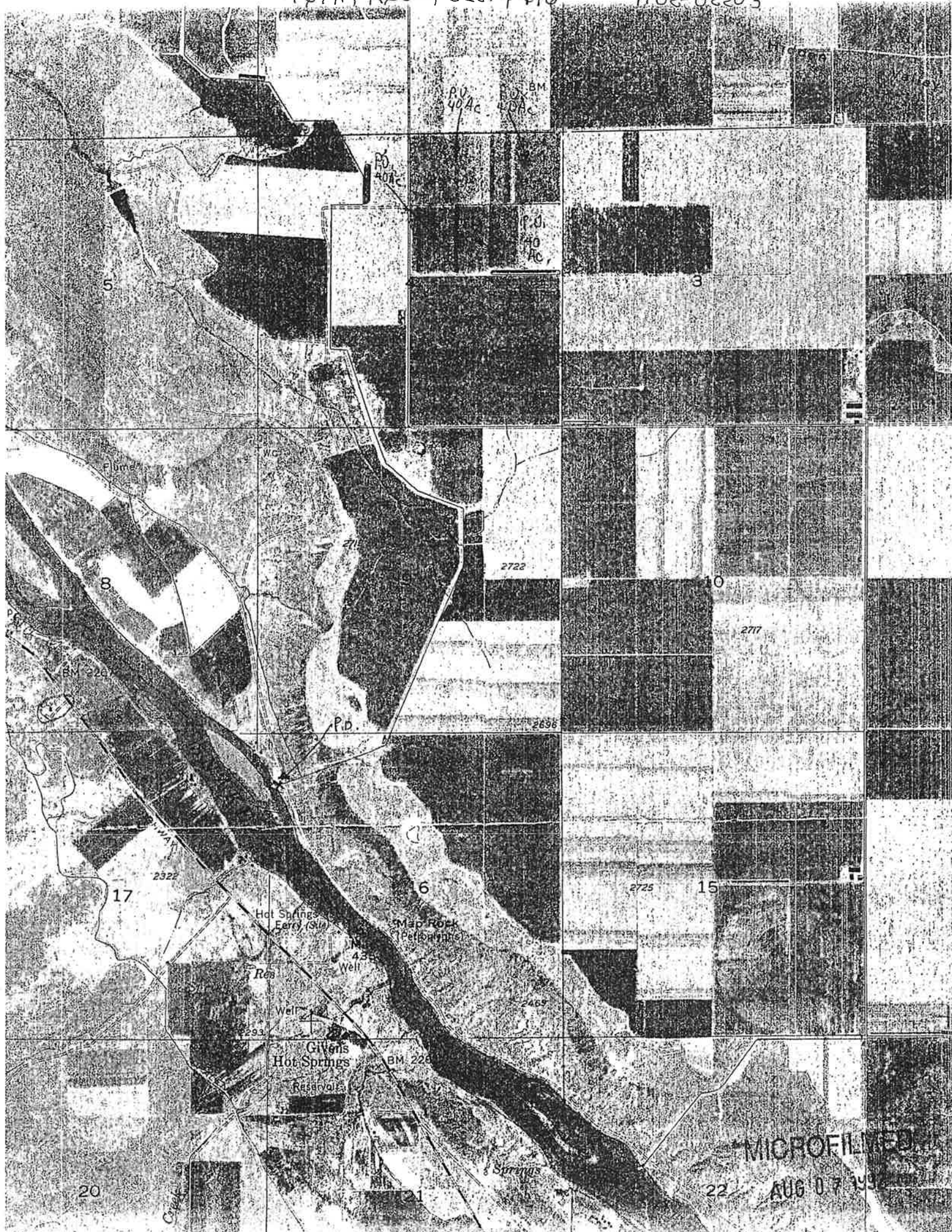
foregoing document are true and correct.

M. J. Pennington
Signature of Authorized Agent

Man - Gom Mt. Farms
Title and Organization

2-27-90

Date



MICROFILMED

AUG 07 199

State of Idaho

County of

ROA

)
) SS.
)

Subscribed and sworn (or affirmed) before me this

27th

day

of

FEB

19

90

Shirley Sully
Notary Public

Seal

Residing at

BOISE, ID

My Commission Expires

11/08/1994